

**Exhibit A**

**Bill of Sale**

## **BILL OF SALE**

This Bill of Sale (this “**Bill of Sale**”), dated as of April 2<sup>1</sup>, 2023 is made by George L. Miller, in his capacity as the Chapter 7 Trustee (the “**Seller**”) of the bankruptcy estates (the “**Estates**”) of Akorn Holding Company LLC, Akorn Intermediate Company LLC, and Akorn Operating Company LLC (together, the “**Debtors**”), which bankruptcy cases are currently being jointly administered in the United States Bankruptcy Court for the District of Delaware (the “**Bankruptcy Court**”) as Case No. 23-10253 (KBO) (the “**Bankruptcy Cases**”), in favor of and for the benefit of Heritage Global Partners, Inc., a California corporation, or its assigns (the “**Buyer**,” and together with the Seller, the “**Parties**”).

## **BACKGROUND**

1. **Conveyance.** Subject to and upon the entry of an order of the Bankruptcy Court approving the sale of the Equipment to the Buyer substantially in the form and substance of **Exhibit A** (the “**Sale Order**”), and for good and valuable consideration in the aggregate amount of \$400,000.00 (the “**Purchase Price**”) to be paid to the Seller pursuant to the terms herein, Seller hereby irrevocably sells, assigns, transfers, conveys, grants, bargains, and delivers to Buyer, or its assigns, all of the Estates’ right, title and interest in and to the equipment set forth on **Exhibit B** (the “**Equipment**”). For the avoidance of doubt, Seller and Buyer hereby acknowledge and agree that the Equipment conveyed pursuant to this Bill of Sale is *not* subject to and is *not* being sold, assigned, transferred, conveyed or otherwise disposed of pursuant to any agreement, purchase order, statement of work or understanding, whether written or verbal, between the Parties, other than this Bill of Sale.

2. **Motion for Entry of Sale Order.** Within one (1) business day of the later of (i) execution of this Bill of Sale and (ii) payment of the Deposit (defined below), the Trustee shall file a motion (a “**Sale Motion**”) in the Bankruptcy Court requesting entry of the Sale Order. If the Bankruptcy Court denies the Trustee’s request to approve the sale of the Equipment to the Buyer with prejudice, then (i) this Bill of Sale is void and of no force or effect, (ii) the Trustee shall refund the Deposit to the Buyer, and (iii) the Trustee shall pay the Buyer’s reasonable costs of removal and storage of the Equipment.

3. **Removal of Equipment.** The Equipment is located at 5 Cedarbrook Drive, Cranbury, NJ 08512 (the “**Location**”). The Buyer must pick up and remove, at the Buyer’s sole cost and expense, all of the Equipment from the Location on or before April 30, 2023, provided Buyer shall be provided unobstructed access to the Location without charge for rent or utilities in order to effectuate the timely removal of the Equipment. Buyer shall not be responsible for any damage associated with reasonable Equipment removal conducted in accordance with industry standards, except to the extent that such loss or damage results from the negligence of Buyer, its employees or agents.

4. **Payment of Purchase Price.** The Buyer shall pay the Purchase Price to the Seller by wire transfer of immediately available funds to an account or accounts designated in writing by Seller, as follows:

- (a) \$100,000.00 shall be paid on or before April 21, 2023 (the “**Deposit**”); and
- (b) \$300,000.00 shall be paid within two (2) business days after entry of the Sale Order by the Bankruptcy Court.

5. **Disclaimer of Seller Warranties.** SELLER MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER WITH RESPECT TO THE EQUIPMENT, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER ARISING BY LAW,

COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. BY ACCEPTING THIS BILL OF SALE, BUYER ACKNOWLEDGES THAT (I) THE SALE OF THE EQUIPMENT IS "AS IS, WHERE IS," AND (II) IT HAS NOT RELIED ON ANY REPRESENTATION OR WARRANTY MADE BY SELLER, OR ANY OTHER PERSON ON SELLER'S BEHALF, EXCEPT AS SPECIFICALLY PROVIDED HEREIN.

6. Permits and Licenses. Buyer represents and warrants to Seller that Buyer has all rights, permits, certificates, licenses, franchises, approvals and other authorizations as are reasonably necessary to purchase, take possession of, own, or store the Equipment, at the applicable places or place of business, or other designated location. Notwithstanding anything contained in this Bill of Sale to the contrary, Buyer acknowledges and agrees that neither Seller, any of Seller's affiliates nor any other person makes any representations or warranties whatsoever, express or implied, in connection with the conveyance of the Equipment, including without limitation as to the probable success or profitability of the ownership, use or operation of the Equipment after the date of this Bill of Sale.

7. Further Assurances. Subject to paragraph 5 of this Bill of Sale, Seller hereby covenants and agrees that, at any time prior to the closing of the Bankruptcy Cases, on Buyer's written request, Seller will do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney, and assurances as may be reasonably required by Buyer in order to assign, transfer, set over, convey, assure, and confirm unto and vest in Buyer, its successors and assigns, title to the assets sold, conveyed, and transferred by this Bill of Sale; *provided, however*, that Buyer shall bear all costs associated with foregoing actions of Seller, undertaken at the written request of Buyer.

8. Governing Law. This Bill of Sale is governed by, and construed in accordance with, the laws of the State of Delaware, United States of America, without regard to conflict of law principles to the extent such principles would require or permit the application of the laws of any jurisdiction other than those of the State of Delaware.

9. Counterparts. This Bill of Sale may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Bill of Sale delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Bill of Sale.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be duly executed and delivered on the date first set forth above.


**SELLER:**

GEORGE L. MILLER, AS TRUSTEE FOR THE  
ESTATES AKORN HOLDING COMPANY LLC,  
AKORN INTERMEDIATE COMPANY LLC AND  
AKORN OPERATING COMPANY LLC

By:   
Name: George L. Miller  
Title: Trustee

**BUYER:**

HERITAGE GLOBAL PARTNERS, INC.

By:   
Name: James Sklar  
Title: EVP. General Counsel and Secretary

**EXHIBIT A**

**Sale Order**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:

AKORN HOLDING COMPANY LLC, *et al.*<sup>1</sup>

Debtors.

Chapter 7

Case No. 23-10253 (KBO)

(Jointly Administered)

**ORDER GRANTING TRUSTEE’S MOTION FOR (I) AUTHORITY TO SELL  
CERTAIN EQUIPMENT AT CRANBURY PROPERTY FREE AND CLEAR OF  
INTERESTS AND (II) RELATED RELIEF**

This matter coming before the Court on the *Trustee’s Motion to Sell Certain Equipment Free and Clear of Liens, Claims and Interests* (the “Motion,” and all undefined terms herein having the meanings ascribed to them in the Motion); adequate and sufficient notice of the Motion having been provided by the Trustee; all interested parties having been afforded an opportunity to be heard with respect to the Motion and all relief related thereto; the Court having reviewed and considered the Motion and all relief related thereto and noting that no objections were filed thereto, and having held a hearing regarding the Motion on \_\_\_\_\_, 2023 (the “Sale Hearing”); it appearing that the Court has jurisdiction over this matter, and it further appearing that the legal and factual bases set forth in the Motion and at the Sale Hearing establish just cause for the relief granted herein; and after due deliberation, and good and sufficient cause appearing,

**THE COURT HEREBY ORDERS AS FOLLOWS:**

1. The relief requested in the Motion is granted.

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<sup>1</sup> The Debtors in these chapter 7 cases, along with the last four digits of their federal tax identification numbers, and cases numbers are Akorn Holding Company LLC (9190), Case No. 23-10253 (KBO); Akorn Intermediate Company LLC (6123), Case No. 23-10254 (KBO); and Akorn Operating Company LLC (6184), Case No. 23-10255. The Debtors’ headquarters is located at 5605 CenterPoint Court, Gurnee, IL 60031.

2. The terms of the Bill of Sale are approved in all respects. The sale of the Equipment to the Purchaser pursuant to the Bill of Sale: (i) is authorized pursuant to section 363(b) of the Bankruptcy Code, and (ii) is free and clear and all interests, liens, claims, rights, and encumbrances pursuant to section 363(f) of the Bankruptcy Code.

3. The Trustee is authorized to take any and all actions necessary or appropriate to consummate the sale of the Equipment pursuant to the terms of the Bill of Sale and in accordance with the Motion, the Bill of Sale and this Order.

4. The Court shall retain jurisdiction over the parties to the Bill of Sale and the subject matter thereof in order to interpret or enforce all provisions of this Order and the Bill of Sale.

5. Notice of the Motion as provided by the Trustee is approved, and further notice of the Motion is hereby waived for cause shown pursuant to Bankruptcy Rule 2002(a)(2).

6. This Order shall be effective immediately and enforceable upon its entry. For cause shown, the stay imposed by Bankruptcy Rule 6004 is hereby waived.

**EXHIBIT B****Equipment**

<b>Description</b>	<b>Equipment ID</b>
(2) Utility Carts	
Utility Cart	
(4) Utility Carts	
2 Door Cabinet with Glass window w/ Contents	
2 Door Cabinet with Glass window w/ Contents	
2 Door Cabinet with Glass window w/ Contents	
Utility Cart	
Utility Cart	
Box with Thermo and glas col	
spectrum labs supplies	
box with lab supplies	
box with lab supplies	
box with lab supplies	
box with lab supplies	
box with lab supplies	
utility cart and lab supplies	
Branson 8510	
Sheldon Mfg Model SWB23	E-85
Thermo Scientific Precision Model 2864	
Nuova Stir Plate	
cabinet with glassware	
corning pc-620d hot plate	
barnstead/thermolyne hot plate	
fisher scientific standard vortex mixer	
fisher scientific fs20 US cleaner	
fisher scientific fs110 US cleaner	
Fisher multi tube vortexer 120	
Eberbach E6010	
Eberbach E6013.25	
Vortex genie 2	
vials	
vials	
vials	
part to hplc	
spatulas	
vials	



syringes	
Elma Elmasonic P 70 H	
(2) Chart Recorders	
Thermo Scientific TSX2320HA (2021)	
Thermo Fisher Scientific RFMS2305A (2022)	
Isotemp Hotplate	
Control box	
Corning PC420D	
VWR Hot Plate	
barnstead/thermolyne hot plate	
Fischer Scientific Vortex Mixer	
VWR Hot Plate	
VWR Hot Plate	
Corning Stirrer	
Fischer Scientific Vortex Mixer	
Zinsser Analytic Vertical Shaker	
Gast diaphragm pump	
level table/ stand for balance	
Silverson L5M-A High Shear Lab Mixer	
stands	
Alloy Products Corp 100 PSI kettle	
Ika T25 Ultra Turrax	
Admix Mixer OPLB-375	E-80
Silverson L5M-A High Shear Lab Mixer	
Silverson L5M-A High Shear Lab Mixer	
Cole Parmer Masterflex L/s digital pump	
(2) Ika RW 20	
corning stirrer	
precision waterbath	
Olympus BX51TRF microscope and accessories	
(2) Impulse sealers	
chemical machinery	
glf-500f induction sealing machine	
vials	
corning pc-620d	
corning pc-620d	
(2) calibration kits	
calibration kit	
calibration kit	
Ika LR 1000 Control Benchtop Reactor	FD-46
Kyowa DY-300 Automatic Surface Tensiometer	019-00158
Silverseron L4R Mixer	
mixing / metal pots	

Waters Acquity UPLC	RD_ACQ_TUV_03
Waters Acquity UPLC	RD_ACQ_TUV_05
Waters Acquity UPLC H Class	RD_H- Class_PDA_16
Waters Acquity UPLC H Class	RD_H- Class_TUV_12
Waters Acquity UPLC H Class	I-64
Waters Acquity UPLC H Class	I-68
Waters 2432 Conductivity Detector	RD_HPLC_12
Waters 2414 RI Detector	
Waters Acquity ARC Class	I-119
Waters Acquity ARC Class	I-121
Waters Acquity ARC Class	I-120
Waters Acquity UPLC - I Class	I-118
Waters Acquity UPLC - I Class	I-117
Waters Acquity UPLC H Class	RD_H- Class_TUV_13
Waters Acquity UPLC - I Class	I-116
Agilent 1260 Infinity II HPLC	I-125
Agilent 1290 Infinity II HPLC	I-127
Agilent Toolbox	
Agilent 1260 Infinity II HPLC	I-124
Agilent 1260 Infinity II HPLC	I-123
(3) cabinets and contents	
Fischer Scientific Isotemp chiller	
Sharpe G-15C Mixer with Vacon X Series Vaconx4c20030c control	
Sartorius Scale	FD-27
Sartorius Label Printer	
Netzsch SS DeltaVita 15-300 (2016) Bead Mill System	
Microfluidics Model 110P-30K (2015)	E-82
KA Digital ULTA TURRAX T65 D 5001 Homogenizer / Mixer	FD-43
Roth Turbine Pumps AVH103SF Condensate return pump	
Metal shelving rack	
Metal shelving rack	
Metal shelving rack	
Sanpia Dry Keeper	Dessicators #2
Sanpia Dry Keeper	Dessicators #1
Mettler Toledo XS205 Dual Range Analytical Balance w. Printer	
Vereo Automatic Actuator	RD-PVAA-02

Innovasystems Hand Actuation monitor	
Nuova Stir Plate	
Cole Parmer US Cleaner	
Fisher Scientific Ultrasonic Bath 20.8L	
Malvern Zetasizer Nano ZS series ZEN 3600	I-122
Olympus BX43F & Horiba Scientific Xplora Plus Raman Microscope, 3 Axes Joystick, TANGO 3 positioning control, laser remote control	RD_RM_01
Mastersizer 3000 Hydro w. Hydro MV	
Malvern Spraytec NSS w. PACE Fume Extractor	MAL1065695
Proveris Scientific Sprayview	002200-NA/IBE21
Vortex Genie 2	
Qsonica Q125 Sonicator w. Cabinet and CL-18 Probe	E-104
Box with X Ray Diffractometer packaged inside	
(2) wire shelving racks	
rolling metal cage	
rolling metal cage	
empty boxes	
pallet jack	
2 hanger racks for lab coats	
Olympus BX53 Microscope	I-80
Brookfield Helipath Stand	
Flammable Cabinet	
Flammable Cabinet	
Lab supplies / consumables	
Chart Recorder	
glass graduated cylinder	
Brookfield DV3TLVTJ0	I-112
Supatel	CWUS0152
Brookfield TC-550 Recirculating Chiller	FD-31
Brookfield Rheometer R/S Plus	FD-16
Brookfield TC-650	FD-36
Brookfield DV2T Viscometer	FD-37
LV & Spindle Kits	
Koehler Temp Controller & water bath	I-70
Corning Pc-620d	
Gast diaphragm pump xx5500000	
picopure 2	E-65
Gast diaphragm pump doa-p704-aa	
Welch 2561B-50	
Blue M oven	I-20
Mettler Toledo XP6 w. RSP42 Printer	TO360-60
Sartorius Secura 224-IS w. Printer	I-146

Sartorius Secura 224-IS w. Printer	I-145
Mettler XS4002.S w. Printer	TO360-87
Sartorius Secura 6102.s w. Printer	I-148
Binder Oven	I-129
Binder Oven	I-128
vacuubrand vacuum system mz 2c nt	
Lab hood	
labconco lab hood	
flammable cabinet	
Agilent 7900 ICP-MS system with G1879B Heat Exchanger, SPS 4 Autosampler, 7900 ICP-MS, Agilent MS40+	I-130
Milestone Trace Clean for ICP-MS Sample Testing	E-92
Ethos UP Milestone Connect High Performance Microwave Digestion System	E-93
picopure 2	E-63
Parker Balston N2-22	E-105
Parker Balston Nitrogen Generator UHPN2-1100	E-88
Parker Balston Zero Air Generator HPZA-3500	E-86
Parker Balston Hydrogen Generator H2PEM-260	E-87
Waters Acquity Qda Detector	
Waters Acquity UPLC - H Class	RD_H-Class_TUV_14
Thermo Scientific UHPLC Dionex Corona Veo charged aerosol detector	RD_H-Class_CAD_4
Vesa Nitrogen Generator N2-4000-L1252	E-90
Dionex ASE 350	
drawers with parts for machines	
Agilent 7890A GC w. G1888 Network Headspace Sampler	RD-GC-02
drawers with parts for machines	
drawers with parts for machines	
drawers with parts for machines	
drawers with parts for machines	
Agilent 7890B GC w. 7697A Headspace Sampler	RD-GC-06
Parker Balston Nitrogen Generator UHPN2-1100	E-59
Parker Balston Zero Air Generator HPZA-3500	E-60
Parker Balston Hydrogen Generator H2PEM-260	E-61
Waters Acquity UPLC - H Class	I-72
Waters Acquity UPLC - H Class	I-76
Agilent 1290 Infinity II HPLC	I-126
Sciex X500r QTOF	I-126
MS Noise (2021)	I-126

Peak Scientific	I-126
Tables under I-126	
consumables / contents of cabinet built in	
Shop Fan	
bubble wrap	
Caron 6540-1 PhotoStability Chamber	RD_RHSC_01
Fisher Scientific Environmental Chamber	RD_RHSC_08
rolling metal cage	
engine hoist MHL-102-CS	
gantry crane type thing that was used to bring in lee kettle	
(3) 2 door cabinets with glassware contents	
VWR Incubator	
boxes with glassware	
metro rack with glassware	
drawers with glassware	
chart recorder	
2 door cabinet with glassware	
2 door cabinet with glassware	
Sotax CE 7smart Flow-Through Dissolution System to Include: CE 7smart Unit, CP 7-35 Pump, and C615 Fraction Collector, (2017)	I-157
barrel dolly	
corning pc-420d	
Distek 4500 Media Degasser and dispenser for dissolution media	I-156
Logan Instruments Corp Auto Sampler SCR-DL, DSC-800 System Controller, VTC-300 temp controller, FDC-6T	I-102
Logan Instruments ASC100, SCT-240, SYP6k-5, FDC-6T, VTC-300	I-101
Dymo Labeler and labels	
Hunter Lab Ultrascan Pro wavelength diagnostic filter and accessories	
fisher vortex mixer	
rack	
rolling metal shelves rack	
rack	
(2) metal cage baskets	
rolling cart	
(2) utility carts	
pallet jack	
pallet jack	

barrel dolly	
(6) Flammable Cabinets	
johnson bar	
utility cart	
utility cart	
utility cart	
ThermoScientific Heratherm Oven	
ThermoScientific Heratherm Oven	
Elga Purified Water System	
mettler toledo XPE205 analytical balance and printer	
mettler toledo XPE56 analytical balance and printer	
Metrohm titrator system	
barrel dolly	
(2) rolling metal cages	
flammable cabinet	